

**REVERE PUBLIC SCHOOLS
REVERE, MASSACHUSETTS**



COLLECTIVE BARGAINING AGREEMENT

THE REVERE SCHOOL COMMITTEE

AND

THE REVERE ADMINISTRATORS ASSOCIATION

**EFFECTIVE JULY 1, 2015
EXPIRING JUNE 30, 2018**

COMPLETE TEXT OF THE AGREEMENT

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ARTICLE I: RECOGNITION

- A. The School Committee of the City of Revere (hereinafter referred to as the “Committee”) recognizes the Revere Administrators Association (hereinafter referred to as the “Association”) for the purposes of collective bargaining as the exclusive representative of a unit consisting of the following administrative employees of the Revere Public Schools:

All administrative and supervisory personnel employed by the Committee in the positions set forth in Appendix A and such other positions as may be added to Appendix A from time to time including, but not limited to, assistant principals, directors, supervisors, and department heads.

- B. The parties agree that the relationship between them will be governed by the terms of this Agreement which will neither be modified nor changed except by a written memorandum signed by their respective duly authorized representatives.

ARTICLE II: MEMBERSHIP AND DUES DEDUCTION

- A. The Association agrees to represent equally all administrators without regard to membership in or participation in or association with the activities of the Association and to continue to admit to membership all administrators who apply.
- B. The Committee will deduct the Association’s dues from the weekly salaries of those members who sign an authorization form permitting such a deduction. The dues so deducted will be transmitted to the Treasurer of the Association on a weekly basis.
- C. In accordance with the applicable provisions of the General Laws, any administrator who is not a member in good standing of the Association will be required, as a condition of the administrator’s continued employment in the Revere Public Schools, to pay an agency service fee to the Association that is equal to ninety-eight per cent (98%) of the Association’s dues. Deduction of the agency service fee will be made in equal weekly installments from the salary of any non-member who signs an authorization form permitting such a deduction until the full amount certified by the treasurer of the Association has been deducted. The monies deducted will be transferred to the Association as soon as reasonably possible.

ARTICLE III: USE OF SCHOOL FACILITIES

- A. The Association will have the right to use school buildings without cost at reasonable times for meetings. The principal of the building in question will be notified in advance of the time and place of all such meetings. Notice of such meetings may be posted on bulleting boards and placed in administrators’

mailboxes. The Association will assume the cost of custodial services for special evening meetings.

- B. The Association will have the right to use school machines (duplicating, copying, etc.) whenever they are not in use for school purposes, provided that it purchases its own supplies (stencils, paper, etc.) for said machines and notifies the principal of the school involved. The machines will be used only by properly qualified personnel. The Association will assume all responsibility for damage to the machines as a result of the Association's use.
- C. The Association will have the right to place notices, circulars, and other material on bulletin boards and in administrators' mail boxes. Copies of all such material will be given to the superintendent for his/her approval, which approval will not be unreasonably withheld.

ARTICLE IV: GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a claim based upon an event or condition which affects the wages, hours or working conditions of an administrator or group of administrators and/or the interpretation, meaning or application of said wages, hours or working conditions of this Agreement, or any other subsequent amendatory Agreement entered into pursuant to this Agreement.
2. An "aggrieved person" is the person or persons making the claim or, where it is aggrieved, the Association.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action, or against whom action might be taken, in order to resolve the claim.

B. Purpose

1. The purpose of this Procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the wages, hours or working conditions of administrators. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the Procedure.
2. Nothing herein contained will be construed as limiting the right of any administrator having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without the intervention of the Association, provided that the adjustment is not inconsistent with the terms of this Agreement, and that the Association, if said grievance affects a group or class of

administrators, has been given the opportunity to be present at such adjustment and to state its views.

C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. In the event that a grievance is filed on or after June 1, which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein will be reduced so that the Grievance Procedure may be exhausted prior to the end of the school term, or as soon thereafter as is practicable.

LEVEL ONE

An administrator with a grievance whose immediate superior is someone other than the superintendent (e.g., the principal in the case of an assistant principal and the director or principal in the case of department heads) will first discuss it with his/her immediate superior with the objective of resolving the matter informally. Those administrators who report directly to the superintendent (i.e., directors) will first discuss their grievances with him/her with the objective of resolving them informally. If an administrator does not initiate a grievance at this level within twenty (20) school days after the administrator knew or should have known of the act or condition on which the grievance is based, then the grievance will be considered as waived; a dispute as to whether a grievance has been waived under this paragraph will be subject to arbitration pursuant to Level Four.

LEVEL TWO

If the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, s/he or an Association representative may within ten (10) school days after the Level One discussion, refer the grievance in writing to the superintendent. The superintendent will meet with the aggrieved person and/or Association representative within ten (10) school days after his/her receipt of the written grievance and will respond to it in writing within five (5) school days thereafter. Grievances involving the Association or several of its members may be instituted by the Association at this level.

LEVEL THREE

If the aggrieved person or the Association is not satisfied with the disposition of the grievance at Level Two, or if no written answer has been submitted within five (5) school days of the Level Two meeting, s/he or the Association

may, within fifteen (15) school days after the Level Two meeting, refer the grievance to the Committee. The Committee will schedule a hearing on the grievance within fifteen (15) school days after its receipt of the grievance and will respond to it in writing within ten (10) school days thereafter.

LEVEL FOUR

If the Association is not satisfied with the disposition of the grievance at Level Three, or if no written answer has been submitted within ten (10) school days after the Level Three hearing, the Association may, within twenty (20) school days after the Level Three hearing, refer the grievance to arbitration. The parties will attempt to reach agreement upon an arbitrator, but if they are unable to do so within ten (10) school days after the referral of the grievance to arbitration, the grievance will be submitted to the American Arbitration Association for the selection of an arbitrator and the conduct of a hearing in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association then in effect. The costs for the services of the arbitrator, including per diem expenses (if any), and actual and necessary travel and subsistence expenses, will be borne equally by the Committee and the Association.

The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The decision of the arbitrator will be submitted to the Committee and to the Association and, subject to law, will be final and binding, provided that the arbitrator will not usurp the functions of the Committee or the proper exercise of its judgment and discretion under law and this Agreement. The Arbitrator will have no power to alter, add to, or detract from the provisions of this Agreement. Either the Committee or the Association may appeal the decision of the arbitrator to the Superior Court. Upon application by either party, the Court will vacate an award if:

- a. The award was procured by corruption, fraud or other undue means;
- b. There was evident partiality by the arbitrator or misconduct prejudicing the rights of any party;
- c. The arbitrator exceeded his/her powers or rendered an award requiring a person to commit an act or engage in conduct prohibited by state or federal law;
- d. The arbitrator refused to postpone the hearing upon a sufficient cause being shown therefore, or refused to hear evidence material to the controversy, or otherwise so conducted the hearing as to prejudice substantially the rights of a party.

However, the decision of the arbitrator will remain in full force and effect until such time as a final decision is handed down by the Court.

D. Rights of Administrators to Representation

1. No reprisals of any kind will be taken by the Committee or by any member of the administration against any party in interest, any Association representative, or any other participant in the Grievance Procedure by reason of such participation.
2. Any party in interest may be represented at all stages of the Grievance Procedure by a person of his/her own choosing, except that s/he may not be represented by a representative or an officer of any employee organization other than the Association. When an administrator is not represented by the Association, the Association will have the right to be present and to state its views at all stages of the Grievance Procedure.

E. Miscellaneous

1. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
2. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be jointly prepared by the superintendent and the Association and given appropriate distribution so as to facilitate operation of the Grievance Procedure.

ARTICLE V: SALARIES

- A. An administrator's annual salary will consist of two (2) components. The first component will be his/her "position" compensation, which will be derived from the schedule at Appendix A. The administrator will be credited with the annual compensation set forth at Appendix A for the position which s/he holds. The second component of an administrator's salary will be derived from the teacher compensation schedules, which are contained at Appendices B-1, B-2, and B-3. The administrator will be credited with the amount from the appropriate appendix that corresponds with his/her years of service, and his/her degrees and graduate credits.

Appendices B-1, B-2, and B-3 contain the teacher compensation schedules that will be effective for administrators as of July 1, 2015 (Appendix B-1), as of July 1, 2016 (Appendix B-2) and as of July 1, 2017 (Appendix B-3).

- B. Step placement and the movement on the teacher compensation schedules, as well as credit for degrees and graduate credits, will be in accordance with the procedures and regulations set forth in the contract between the Committee and the Revere Teachers Association.

C. Administrators will receive all checks due to them for each year covered by this Agreement on the last day of that school year. All such checks will be payable on the last day of that school year.

D. Daily Earnings

- a. Any administrator who takes a temporary leave of absence without pay will have deducted from his/her salary the per diem rate specified below for each day of his/her absence.
- b. Any administrator who retires or resigns from the Revere Public Schools before the end of the school year, or who is granted an extended leave of absence without pay during the school year, will be paid at the per diem rate specified below for each day of his/her active employment.
- c. For purposes of this section, the per diem rate for an Administrator will be calculated by dividing his/her annual salary rate (computed in accordance with Section A, above) by the number of days in the work year for his/her position as set forth at Article IX, Sections A & B.

E. Longevity Increments

1. The teacher compensation schedules for the three (3) years of this contract that are attached as Appendices B-1, B-2 and B-3, contain the longevity increment schedules that are applicable to administrators for each year of this Agreement.
2. Years of full-time teaching or administrative service in any school system will be applicable toward longevity increments. However, for those administrators employed by the Revere Public Schools for the first time after June 1, 1978, only years of service in the Revere Public Schools will be applied toward longevity increments.
3. Years served in any branch of the Armed Forces of the United States by administrators who enlisted for or were drafted for at least a two-(2-) year full-time period will be applicable toward longevity increments, up to a maximum of three (3) years.
4. Years served in the Peace Corps, VISTA, the National Teachers Corps, the Commonwealth Service Corps, or any other such social service agency, by administrators who were full-time participants in such programs, will be applicable toward longevity increments, up to a maximum of one (1) year.

5. For the purpose of sub-paragraphs 3 and 4, portions of a year of six (6) months or more will be considered a full year.

- F. The School Committee agrees to pay the five hundred dollar (\$500) application fee for National Board Certification for any bargaining unit member. In the event that that member does not make an honest attempt to obtain certification, which would include going through the program and sitting for the examination at least twice within a three-year period, the member will reimburse the district the amount of the application fee. In addition, the School Committee agrees to pay any member attaining National Board Certification the amount of three thousand (\$3,000.00) as part of his/her base pay, in addition to any compensation set forth in Appendix A and Appendices B-1 to B-3 of this Agreement.

In order to receive the \$3000 National Board stipend, National Board Certified Administrators must participate in the organization and operation of our new teacher induction program held prior to the start of the school year, coordination of the Revere Public Schools mentoring program, as well as ongoing mentoring of National Board candidates.

- G. It is agreed that each administrator will be required to complete the Observing and Analyzing Teaching I program (OATI) (or a similar program approved by the Superintendent) prior to beginning his/her second (2nd) year as an administrator in the Revere Public Schools. Administrators will be expected to attend the OAT I program (or the similar program) on their own time. It is agreed that, for purposes of this section, any “similar program“ will involve no more than thirty-six (36) hours of classes, and will be offered by the Revere Public Schools at no cost to the participating administrator. Finally, it is agreed that administrators will receive credit for the course for purposes of progression on the salary schedule, e.g. an administrator with a Master’s Degree would be credited with three (3) credits for purposes of progression toward the MA+15 column.

ARTICLE VI: EARLY RETIREMENT INCENTIVE PLAN

- A. Any administrator between the ages of 55 and 64 who has served thirty (30) years as a teacher/administrator in the Revere Public Schools, and who gives notice by February 1 of a school year of his/her irrevocable intent to retire at the end of that school year will receive a bonus of twenty percent (20%) of his/her last year’s annual salary. The bonus will not be available to any administrator whose employment terminates before the last school day of the applicable school year. This amount will be paid between June 30 and July 15 and will not be computed in determining retirement pay.
- B. Eligibility for the contractual Early Retirement Incentive Plan will not render an Administrator ineligible for the sick leave redemption set forth in Article X, Section F.

ARTICLE VII: INSURANCE AND ANNUITY PLAN

- A. The Employer’s rate of contribution toward the premium expense of all HMOs (Health Maintenance Organizations) offered by the City shall be eighty (80%) and the employees’ rate of contribution shall be twenty percent (20%). The contribution rates for PPOs (such as the Blue Cross Blue Choice plans) and other indemnity plans shall be seventy-five percent (75%) paid by the City and twenty-five percent (25%) paid by the employee.
- B. The Committee will pay the maximum percentage adopted by the City of Revere of the cost of a \$5000 term life insurance plan and of single or family coverage (whichever applies in the individual case) for the most comprehensive Blue Cross/Blue Shield insurance Plans available to employees of the Revere Public Schools under the provisions of Chapter 32B of the General Laws.
- C. All retired administrators will be entitled to the same Blue Cross/Blue Shield and life insurance coverage available to administrators actively employed if such is legally permissible.
- D. Administrators will be eligible to participate in a “tax-sheltered” Annuity Plan established pursuant to United States Public Law No. 87-370.

ARTICLE VIII: WORK DAY AND WORK YEAR

- A. The work year for administrators covered by this contract will be of the following days’ duration:

<u>Titles</u>	<u>Work Year Duration</u>
Revere High School Assistant Principal and Directors of: Math K-12/HS Science Humanities (6-12 ELA, K-12 History/Social Studies) K-8 Science/Standards Based Education (SBE) Guidance ELL/PIC Literacy/Title I	204½ days

Effective July, 2016, the work year duration for the above positions shall be 206½ days.

All other administrators 198½ days

Effective July, 2016, the work year duration for "all other administrators" shall be 200½ days.

Each administrator will work out with his/her immediate supervisor, subject to the approval of the superintendent, when to schedule the administrator's required work days that are in excess of the teachers' work year. It is the parties' objective that those required days be scheduled at times when they are likely to be most productive in terms of the effective performance of each administrator's duties and responsibilities.

Notwithstanding the foregoing schedules, the work year of the Director of Administrative Technology shall be 231.5 days. The salary for the first 204.5 days of the work year for that position shall be as set forth in Appendix A and Appendices B-1 to B-3. The salary for the remaining twenty-seven (27) days shall be set at the rate of \$360. per day. Effective July, 2016, the salary for the first 206.5 days of the work year shall be as set forth in Appendix A and Appendices B-1 to B-3 while payment for the remaining twenty-five (25) days shall be at the rate of \$360. per day. The parties agree that at such time as the incumbent in the position of Director of Administrative Technology vacates said position, that position will be reconfigured and a new work year with a new rate of compensation will be established for the reconfigured position, and this paragraph shall no longer apply to that position.

B. The time schedules for pupils are as follows:

Grades K-6 (Elementary)	8:35 AM - 2:40 PM
Middle School (Secondary)	7:50 AM - 2:20 PM
Grades 9 - 12 (Secondary)	7:50 AM - 2:20 PM

The regular work day for administrators will begin twenty (20) minutes before the first bell for students in their respective buildings and will end eighty (80) minutes (eighty-five (85) minutes for the Administrator of Special Education, the Director of Literacy/Title I, and the Director of Administrative Technology) after the end of the school day of the pupils in their schools or under their jurisdiction, subject to the existing exceptions for Fridays and the days preceding holidays, vacations, and recesses. With regard to administrators who are not assigned to a particular building and/or who have system-wide responsibilities, the Superintendent will determine on an annual basis whether their schedule shall be based upon the Elementary school day or the Middle/High School day. Where he/she deems it appropriate, the Superintendent may assign an administrator a starting time that is more than twenty (20) minutes before the applicable first bell and an ending time that is a corresponding amount less than eighty (80) minutes after the end of the applicable school day.

C. Administrators will be required to attend one (1) "Meet the Teacher" Night and two (2) night-time parent-teacher student conferences per year. Such conferences will be scheduled at least thirty (30) days prior to their occurrence, and each conference shall not exceed two (2) hours duration.

- D. Whenever an administrator is required by the superintendent in writing to work beyond the specified work year for his/her job title, s/he will be paid at a per diem rate derived by multiplying the number of hours worked by an hourly rate of \$50.00. Effective for the 2016 - 2017 school year, that hourly rate shall be increased to \$51.00, and for the 2017 - 2018 school year shall be increased to \$52.00.
- E. The length of the work day for administrators on days that school is not in session shall be six (6) hours with a 30 minute lunch taken at the discretion of the administrator.

ARTICLE IX: VACANCIES, PROMOTIONS AND TRANSFERS

- A. All vacancies in promotional positions caused by death, retirement, discharge, resignation, or by the creation of a new promotional position will be filled pursuant to the following procedure.
 - 1. Such vacancies will be advertised throughout the Revere Public Schools, at least one (1) week prior to the date of appointment.
 - 2. Said notice will clearly set forth the qualifications for the position, its duties, and its rate of compensation.
 - 3. Candidates for such vacancies will file their applications in writing with the office of the superintendent within the time limit specified in the notice.
 - 4. Promotions within the Revere Public Schools to any promotional position beyond that of general classroom teaching will require as minimum standard:
 - a. A master's degree from an institution accredited by one of the following agencies: the New England Association of Schools and Colleges, the Middle States Association of Schools and Colleges, the North Central Association of Schools and Colleges, the Northwest Association of Schools and Colleges, the Southern Association of Colleges and Schools, or the Western Association of Schools and Colleges.
 - b. State certification or its equivalent in courses in the area and/or level concerned.
 - c. At least three (3) years of successful teaching experience in the area and/or level concerned. Candidates for principalships, however, must have at least eight (8) years experience and those with administrative experience should be given some consideration.

1. The term "teaching" includes all professional service in a teaching position or in a promotional position (as defined below in Section B).
5. "Levels" are defined as ELEMENTARY (Grades Pre K-5) and SECONDARY (Grades 6-12). When a position involves any or all grades from Pre K through 5, only those teachers with experience in any grade from Pre K through 5 are eligible. When a position involves any or all grades from 6 through 12, only those teachers with experience in any grade from 6 through 12 are eligible. When a position involves both elementary and secondary levels, teachers with experience in any grade from Pre-K through 12 are eligible.
6. Candidates for principalships with master's degrees must have had a minimum of three (3) years experience in the level(s) concerned. The remaining five (5) years experience required may have been in any area or on any level.
7. While not required of candidates for a particular position, a master's degree (or the equivalent number of graduate courses) in the subject area of the position is desirable.
 - a. It is also desirable that a candidate have additional years of teaching experience beyond the above-described minimums.
 - b. The parties recognize the value, where practicable, of filling promotional positions from within the Revere Public Schools.
- B. Promotional positions are defined as follows: positions paying a salary differential, and/or positions on the administrator-supervisory level, including but not limited to positions as principal, assistant principal, director, assistant director. (Effective July 1, 2015, all positions formerly designated "vice principal" shall be designated "assistant principal.")
- C. All appointments to the aforesaid vacancies and openings will be made without regard to gender, gender identity, race, religion, national origin, ethnic background, color, age, sexual orientation, disability or marital status.
- D. The superintendent may laterally transfer any administrator, as of the first day of the school year, to another position that has the same compensation.
- E. The superintendent will fill vacancies listed in Appendix A before creating any new administration position unless doing so conflicts with the demonstrated needs of the district.

ARTICLE X: SICK LEAVE

- A. All administrators are entitled to sick leave with full pay for up to a maximum of fifteen (15) working days in each school year.
1. On the first day in September of each school year, each administrator will be credited with all of his/her accumulated unused sick leave days up to the maximum set forth in subsection 3. Thereafter, on the last day of each month, each administrator will be entitled to an additional one and one-half (1½) days' sick leave, for a total not to exceed fifteen (15) days per school year.
 2. Administrators will be required to call the office of the superintendent before 7:00 a.m. on the day of their absence. If illness does not prevent their doing so, they are also requested to call the office of their principal where applicable.
 3. Unused sick leave may be accumulated from year to year up to three hundred ninety (390) working days. When an administrator has reached the accumulation limit, s/he will be permitted to accumulate one (1) working day of sick leave for every two (2) days of sick leave that s/he earns and does not use.
 4. Once a year, upon request, administrators will be furnished information showing their sick leave accumulation.
- B. In case of merit, the Committee may allow sick leave beyond the above limits.
- C. Administrators may not draw beyond fifteen (15) days of their cumulative sick leave without certification of illness by a doctor.
- D. If an administrator is absent for illness for more than seven (7) school days in any given school year, the superintendent may require that the administrator explain the nature of the illness in an informal conference. If the superintendent is not satisfied with that explanation, the superintendent will require a written explanation for every day that the administrator is absent due to illness thereafter. If the superintendent has reason to believe that there is an abuse of sick leave, s/he may require the administrator to be examined by a school-designated physician and will require that the administrator provide a physician's certificate to document any future absences due to illness.
- E. The superintendent may require an administrator to submit to physical or mental examinations by appropriate specialists to determine whether involuntary leave is warranted. This entire process will be subject to the Grievance Procedure.

- F. In recognition of dedicated service to the children of Revere, any administrator covered by this Agreement who is eligible for retirement may obtain a lump sum payment upon his/her retirement in the amount of twenty dollars (\$20) per day for his/her accumulated sick leave days up to a maximum of three hundred twenty-five (325) such days, or six thousand five hundred dollars (\$6500). In the event that an administrator dies while in active service, his/her estate will receive a sick leave redemption payment in the same amount of twenty dollars (\$20) per day for his/her accumulated sick leave days, up to a maximum of three hundred twenty-five (325) such days, or six thousand five hundred dollars (\$6500).
- G. As noted in Article XII, Section C. 7, maternity leave will generally be without pay. A female employee will, however, be permitted to utilize accrued sick leave (if any) for any period during said leave that she is incapacitated from working due to illness. A female employee shall be presumed to be incapacitated by the birth of a child for up to forty (40) school days surrounding such birth and may, upon request, use her accumulated sick leave (if any) for such period without providing specific medical documentation of incapacity, provided that the forty (40) school days fall within fourteen (14) calendar days prior to the birth of the child and within sixty-three (63) calendar days after the birth of the child. If the employee claims sick leave before or after that period, she will be required to provide the superintendent with medical documentation of her incapacity by submitting a medical certification form executed by her physician.

ARTICLE XA: SICK LEAVE BANK

There shall be a Sick Leave Bank. Said "Bank" shall function for the use of bargaining unit members who have been employed for at least three (3) years in the Revere Public Schools and who, due to extraordinary illness, have exhausted their accumulated sick leave.

Membership in the Bank

Membership is open to all bargaining unit members who have been employed for at least three (3) years in the Revere Public Schools and who have accumulated at least twenty (20) days of sick leave prior to the beginning of the school year. A member who wishes to participate in the Bank will be required to provide the Superintendent with written notice of that intention on or before the last day of the school year that precedes the school year during which the teacher desires to commence participation.

Those agreeing to participate will have seven (7) days of sick leave automatically deducted from their yearly allotment of sick days on the first day of the first year that the member participates in the "Bank." Whenever the number of sick leave days in the bank falls to sixty (60) or fewer, there shall be an automatic deduction of one (1) sick leave day from each participating member.

Once days have been “banked” they are not returnable.

Membership will continue from year to year unless a member chooses, in writing, to withdraw from the Sick Bank before the first day of the next year.

Administration

The Bank will be administered by a committee consisting of three (3) persons designated by the Association and three (3) persons designated by the Superintendent.

The committee will review whether to grant requests for sick days from the “Bank.” No grant of sick leave may commence before the member has utilized all of his/her accumulated sick leave. In no event will any grant of sick leave be permitted for the first forty (40) school days that a member is absent (whether such days are paid or unpaid). The initial grant of sick leave from the “Bank” shall not exceed thirty (30) days. After the sick leave initially granted has been used, the member may reapply for an extension. In no event, however, may any member be granted more than five (5) thirty (30) day increments (or more than a total of one hundred and fifty (150) days of sick leave) during any five (5) year period.

In deciding whether to make an initial grant or an extension of such leave the Committee will consider the following factors:

- 1.) the seriousness of the injury/illness
- 2.) the teacher’s record of sick leave usage during prior years

The decision of the committee with respect to eligibility and entitlement shall be final and binding and not subject to appeal or grievance.

Application

A member desiring a grant from the Bank will be required to complete an application form (prepared by the committee). The member will be required to submit medical evidence documenting his/her illness/injury.

ARTICLE XI: TEMPORARY LEAVES OF ABSENCE

Administrators will be entitled to the following temporary leaves of absence with pay each school year:

- A. 1. Two (2) days’ leave of absence for personal, legal, business, household or family matters, or to receive a degree, which requires absence during school hours. Application for such leave will be made as far in advance as practicable and

ordinarily at least forty-eight (48) hours in advance, except in the case of emergencies.

No more than three (3) administrators on any given day will be granted such leave. Personal leave will not be cumulative. However, any unused personal leave days will be added to the administrator's accumulated sick leave.

2. Not more than four (4) days as granted by the superintendent to visit other schools, or to attend meetings or conferences of an educational nature.
3. Time necessary for Association representatives to attend administrators' educational conferences, with the approval of the superintendent.
4. Time necessary for delegates to attend PTA conventions.
5. Any administrator who takes temporary leave under the provisions of A2, A3, or A4 above will, upon return from said leave, submit to his/her immediate supervisor a report on the conference, and any material or other information which could be of benefit to the Revere Public Schools. This information will be forwarded to the superintendent for his/her disposition.
6. Time necessary for appearances in any legal proceedings connected with the administrator's employment or with the Revere Public Schools, or in any legal proceeding to which the administrator is summoned as a witness.
7. Absence because of established religious holy days.
8. Up to six (6) days in the event of serious illness in the immediate family (as defined below in Section B). Such leave will be subtracted from the administrator's annual or accumulated sick leave.

B. Deaths

Up to seven (7) consecutive calendar days for death in the immediate family: husband, wife, son, daughter, brother, sister, parents, parents-in-law and foster parents, or members of the administrator's immediate household.

C. Other Family Deaths

In the event of the death of an administrator's grandmother, grandfather or grandchild, the administrator will, if such days are scheduled work days, be granted paid leave on the day of the funeral or memorial service and on either the day immediately before the day of the funeral or memorial service or the day immediately following the day of the funeral or memorial service.

D. Funerals

1. One (1) day for niece, nephew, aunt, uncle, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandmother, grandfather, grandchild.
 2. Up to one (1) day for the principal and three (3) representatives to attend services for a retired teacher or administrator.
 3. Administrator in service
 - a. Up to one (1) day for the principal and five (5) representatives to attend services.
 - b. The Association may make arrangements for a religious service to be conducted at a place of worship of the deceased's religion in close proximity to the deceased's school. The service will be held either on the day of the funeral or within the five (5) school days of the funeral. The services will be held either before school or immediately following the regular school day.
 4. Under special circumstances, the superintendent may grant an administrator part of the school day to attend funeral services.
- E. Under special circumstances regarding deaths, the superintendent may grant additional days' leave. Such leave will be subtracted from the administrator's annual or accumulated sick leave.

ARTICLE XII: EXTENDED LEAVES OF ABSENCE

A. Social Service Leave:

1. A leave of absence without pay of up to two (2) years will be granted to any administrator who joins the Peace Corps, VISTA, the National Teacher Corps, the Commonwealth Service Corps, or any other such social service agency, or who serves as an exchange teacher or administrator and is a full-time participant in any such program. Upon return from such leave, an administrator will be considered as if s/he were actively employed by the Committee during the leave and will be placed on the salary schedule at the level s/he would have achieved if s/he had not been absent. If the administrator does not perform a teaching or administrative function while on such leave, s/he will receive the above-mentioned benefits unless such is specifically not recommended by the superintendent in writing to the Committee.
2. If the administrator does not perform a teaching or administrative function while on such leave, his/her years of service with any of the above-named

agencies will be applicable toward promotional requirements only if s/he has had five (5) years of actual teaching or administrative experience, unless such is specifically not recommended by the superintendent in writing to the Committee.

B. Military Leave:

1. Military leave will be granted to any administrator who is inducted or enlists in any branch of the Armed Forces of the United States. Upon return from such leave, an administrator will be considered as if s/he were actively employed by the Committee during the leave, and will be placed on the salary schedule at the level which s/he would have achieved if s/he had not been absent.
2. Credit for service while on military leave will be applicable toward promotional requirements only if the administrator has had five (5) years of actual teaching or administrative experience in the Revere Public Schools.

C. Maternity Leave:

1. Every full-time female employee is entitled to at least twelve (12) weeks' maternity leave if she complies with the following conditions:
 - a. She has completed an initial probationary period which does not exceed three (3) months or has been employed for at least three (3) consecutive months; and
 - b. She gives two (2) weeks' notice prior to the expected departure date.
2. She is entitled to return to the same or a similar position without loss of employment benefits for which she was eligible on the date her leave commenced, if she terminates her maternity leave within twelve (12) weeks.
3. Administrators will be granted one of two types of maternity leave:
 - a. A twelve (12) week leave. An administrator who terminates her maternity leave within twelve (12) weeks will be returned to the position she held on the date her leave commenced.
 - b. An extended leave.
 - (1) An administrator who commences her maternity leave before April 1 of any given school year must return in September of the following year.

2. An administrator who commences her maternity leave after April 1 of any given school year will have the option of returning either in September of that same calendar year, or in September of the following calendar year.
4. Application for maternity leave will be given at least two (2) weeks prior to the expected date of departure, and will include the date of return.
5. An administrator who is pregnant may remain in her position until the termination of her pregnancy, provided that at the end of the fifth (5th) month of pregnancy, she provides an appropriate medical certificate of fitness to continue in her position, and provided further that an administrator may be required to commence her leave under this Article at an earlier time if the superintendent determines that she is not adequately performing her duties.
6. The Committee will not be required to restore an administrator on maternity leave to her previous or a similar position if other administrators of equal length of service credit and status in the same or similar position have been laid off due to economic conditions during the period of such maternity leave; provided, however, that such administrator on maternity leave will retain any preferential consideration for another position to which she may be entitled as of the date of her leave.
7. Such maternity leave will not affect the administrator's right to receive vacation time, sick leave, bonuses, advancement, seniority, length of service credit, benefits, plans or programs for which she was eligible at the date of her leave, and any other advantages or rights of her employment position; provided, however, that such maternity leave will not be included when applicable, in the computation of such benefits, rights and advantages; and provided further, that the Committee need not provide for the cost of any benefits, plans or programs during the period of maternity leave of absence unless the Committee so provides for all teachers on leave of absence. All administrators granted a leave of absence must notify the Committee by April 1 of their intent to return the following September.
 - a. Sick-leave (salary) will not be granted, given or used for maternity leave except as provided below, and in Article X, section G.
 - b. It is expressly understood that sick leave pay is not to be used for other than actual disability during a normal pregnancy. In cases of claimed disability due to pregnancy, the Committee reserves the right to require a physical examination by a physician of the Committee's choosing.

- D. A leave of absence without pay or increment of up to one (1) year will be granted for the purpose of caring for a sick member of the administrator's immediate family. Additional leave may be granted at the discretion of the Committee.
- E. The Committee will grant a leave of absence without pay or increment to any administrator to campaign for or to serve in a public office.
- F. Health Leave:
 - 1. An administrator may be granted a leave of absence without pay or increment, for health reasons. Requests for such leave will be supported by appropriate medical evidence.
 - 2. Any administrator whose personal illness extends beyond the period compensated may be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness.
- G. Study Leave:
 - 1. After five (5) years' continuous employment in the Revere Public Schools, an administrator may be granted a leave of absence for one (1) school year without pay or increment for travel or study.
 - 2. No later than April 1 of the preceding school year, the administrator will apply in writing to the superintendent for such leave. The approval of the superintendent will be required, but his/her approval will not be unreasonably withheld.
 - 3. No more than two (2) administrators may be granted such leave in any given school year.
- H. Other leaves of absence without pay may be granted by the Superintendent.
- I. All requests for extended leaves will be applied for in writing stating the reason or reasons for the request.
- J. Only the superintendent may grant an extended leave of absence.
- K. All benefits to which an administrator was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, will be restored to him/her upon his/her return, and s/he will be assigned to the same position which s/he held at the time said leave commenced, if available, or, if not, to a substantially equivalent position.
- L. Any administrator on an extended leave of absence who wishes to return at a date prior to the termination of his/her leave, will be given preference for placement in

administrative vacancies. If no such vacant positions occur, said administrator's name will automatically be given priority on the substitute list.

ARTICLE XIII: SABBATICAL LEAVES

Desiring to reward professional performance and to encourage independent research and achievement, the Committee hereby initiates the policy of sabbatical leaves for administrators to be granted upon recommendation by the superintendent for study in a program in an accredited institution, or for educational study or travel, subject to the following conditions:

- A. No more than one (1) member of the administrative staff will be absent on sabbatical leave at any one time. Of those applying for leaves for study, administrators seeking the higher degree will be selected first. In the event that there are no applications for leave for one of the aforementioned purposes, then leave will be granted to an administrator desiring it for the other purpose. The Committee agrees to include funds in the annual fiscal budget to cover such leaves.
- B. Requests for sabbatical leave must be received by the superintendent in writing on such forms as may be required by the superintendent no later than May 15 of the year preceding the school year in which the sabbatical leave is requested.
- C.
 - 1. The administrator must have completed at least seven (7) consecutive full school years of service in the Revere Public Schools for the purposes of an educational leave.
 - 2. The administrator must have completed at least nine (9) consecutive full school years of service in the Revere Public Schools for a leave for travel.
- D. An administrator on sabbatical leave will be paid one-half of the annual salary rate to which s/he would be entitled if s/he were not on sabbatical leave, provided that such pay, when added to any program grant that the administrator receives, will not exceed the administrator's full annual salary rate.
- E. Prior to the granting of sabbatical leave, an administrator will enter into a written agreement with the Committee that, upon the termination of such leave, s/he will return to service in the Revere Public Schools for a period equal to twice the length of the leave. In default of completing such service, s/he will refund to the Committee an amount equal to such proportion of salary received by him while on leave as the amount of service not actually rendered as agreed bears to the whole amount of service agreed to be rendered, unless said default is due to illness, disability, discharge, death or other circumstances beyond the control of the individual. Any practicum service will, unless otherwise required, be accomplished in the Revere Public Schools.

- F. Upon his/her return from sabbatical leave, an administrator's salary will be the same as that which s/he would have received had the period of his/her leave been spent in the Revere Public Schools, and s/he will be returned to the same position which s/he held at the time said leave commenced, if it exists; or, if not, to a substantially equivalent position. However, this provision will not prevent an administrator on sabbatical leave from applying for and being appointed to any other position with or without an increased salary differential.

ARTICLE XIV: PROTECTION

- A. Administrators will be required to report immediately all cases of assault suffered by them in connection with their employment to the superintendent in writing.
- B. This report will be forwarded to the Committee which will comply with any reasonable request from the administrator for information in its possession relating to the incident and/or the persons involved. The superintendent will act in appropriate ways as liaison between the administrator, the police, and the courts.
- C. If criminal or civil proceedings are brought against an administrator alleging that s/he committed an assault in connection with his/her employment, the Committee will furnish legal counsel to defend him in such proceeding, if s/he requests such assistance. If an administrator desires to bring criminal proceedings in connection with his/her employment, the Committee will furnish legal counsel to represent him/her in such proceedings, when such legal counsel is required.

ARTICLE XV: PERSONAL INJURY BENEFITS

- A. Administrators will be required to report all accidents suffered by them in connection with their employment to the appropriate authority within twenty-four (24) hours of said accidents.
- B. Whenever an administrator is absent from school as a result of personal injury caused by an accident or an assault occurring in the course of his/her employment, s/he will be paid his/her full salary (less the amount of any worker's compensation award made for temporary disability due to said injury) for the period of such absence. The difference between the amount for worker's compensation and the administrator's full salary will ordinarily be charged to the administrator's annual or accumulated sick leave; however, if the absence is due to a physical assault upon the administrator by a student or students which requires that the administrator seek medical attention, the administrator will not be charged for sick leave.
- C. The Committee will reimburse administrators for the cost of medical, surgical or hospital services (less the amount of any insurance reimbursement) incurred as the result of any injury sustained in the course of their employment.

ARTICLE XVI: ADMINISTRATORS' EVALUATIONS

- A. All monitoring or observation of the work performance of an administrator will be conducted openly and with full knowledge of the administrator. The use of eavesdropping, public address or audio systems, and similar surveillance devices, will be strictly prohibited.

- B.
 - 1. Administrators will have the right, upon request, to review the contents of their personnel files. An administrator will be entitled to make copies of such contents and records as concern his/her work or him/herself.

 - 2. No material derogatory to an administrator's conduct, service, character or personality will be placed in his/her personnel file unless the administrator has had an opportunity to review such material by affixing his/her signature which, in no way, indicates agreement with the contents thereof. If said administrator refuses to affix his/her signature to said communication, the superintendent and assistant superintendent will acknowledge said refusal by signing the communication. The administrator will also have the right to submit a written answer to such material and his/her answer will be reviewed by the superintendent and attached to the file copy.

- C.
 - 1. Any complaints regarding an administrator made to the administration by any parent, student or other person will be promptly called to the attention of the administrator.

 - 2. Any unsigned communication addressed to any member of the administration and/or the Committee will be shown as soon as possible to the administrator(s) concerned and destroyed in the presence of said administrator(s).

ARTICLE XVII: REDUCTION IN FORCE

- A. In the event that any administrative position is eliminated because of a reduction in force, administrators will have the following rights:
 - 1. The right to be reduced from his/her administrative position based upon his/her seniority within that administrative position.

 - 2. The right to bump laterally or downward to another administrative position for which s/he is licensed based upon his/her seniority within the administrative unit.

 - 3. The right to bump-back into the teachers' bargaining unit as long as the bump-back would not result in the layoff of a tenured teacher covered by the agreement between the Committee and the Revere Teachers

Association (“the Teachers’ Agreement”). An administrator who bumps back in accordance with the preceding sentence will have his/her seniority (for all purposes of the Teachers’ Agreement) computed as the total in years, months and days of his/her service in positions covered by that Agreement.

4. The right to be recalled to his/her administrative position in the reverse order of that from which s/he was reduced from it.
- B. An administrator who is terminated for performance or behavior based reasons (as opposed to being laid off pursuant to a Reduction in Force (RIF)) shall not have bumping rights (within this bargaining unit, or within the teachers' bargaining unit) or any other right to employment in the Revere Public Schools, except that an administrator who held professional teacher status as a teacher in the Revere Public Schools prior to his/her appointment to his/her administrator position and who is terminated for a reason other than one involving moral turpitude will be eligible for re-employment in a teaching position within his/her license provided that the re-employment of such person would not result in the layoff of a teacher.
- C. An administrator in good standing who previously held Professional Teacher Status in the RTA, in mutual agreement with the Superintendent, may return to his/her previous position or a position similar to the previous position (provided s/he is properly licensed) provided that the re-employment of such person would not result in the layoff of a teacher.
- D. In any case where an administrator returns to the teacher’s bargaining unit, any differential or benefit that is exclusive to administrators will cease.

ARTICLE XVIII: GENERAL

- A. There will be no reprisals of any kind taken against any administrator by reason of his/her membership in the Association or participation in its activities.
- B. When it is necessary pursuant to the Grievance Procedure for a representative designated by the Association to investigate a grievance or to attend a grievance meeting or hearing during a school day, s/he will, upon notice to his/her principal or immediate supervisor and to the superintendent by the Association, be released without loss of pay as necessary in order to permit participation in the foregoing activities. Any administrator whose appearance in such investigations, meetings, or hearings as a witness is necessary will be accorded the same right. The Association agrees that these rights will not be abused.

- C. Association representatives will be given adequate time during the regular work day for the performance of Association business (at a time approved by the building principal, where applicable). It is expressly understood that said representatives are full-time administrators and that the right to perform Association work during the regular work day which is provided for in this section will be exercised no more frequently and no longer than necessary.
- D. Administrators will be entitled to full rights of citizenship, and no political or religious activities of any administrator or the lack thereof will be grounds for any discipline or discrimination with respect to the professional employment of such administrator.
- E. The Committee will make available to the Association an advance copy of the agenda, and any attached documents, for each official Committee meeting.
- F. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application will not be deemed valid and existing, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- G. This Agreement constitutes Committee policy for the term of said Agreement, and the Committee will carry out the commitments contained herein and give them full force and effect as Committee policy. The Committee will amend its Administrative Regulations and take such other action as may be necessary in order to give full force and effect to the provisions of this Agreement.
- H. The Committee agrees that current policy relating to wages and hours not otherwise changed by this Agreement, will remain in force, and further agrees that, to the extent reasonably feasible, policies relating to working conditions will also continue in force.
- I. Copies of this Agreement will be printed and distributed to all upon request. The Committee will pay twenty-five percent (25%) of the cost of printing the Agreement.
- J. The Association will not engage in a strike nor will it induce, encourage or condone any strike, work stoppage, slowdown or withholding of services by the administrators who are covered by this contract during its term.
- K. No administrator will be disciplined, reprimanded or terminated without just cause.
- L. The administrators recognize that a professional appearance at work enhances the ability of educators to educate, and they recognize their responsibility to set a good example for both staff and students.

M. The Committee agrees that an administrator who is a resident of the City of Revere will be permitted to enroll his/her child at the school at which he/she teaches.

ARTICLE XIX: DURATION

A. This Agreement will be effective as of July 1, 2015, and will remain in full force and effect until June 30, 2018. Either party may, by giving written notice to the other party no later than December 31, 2017, reopen the Agreement for negotiations for modifications or amendments to take effect July 1, 2018.

B. The terms and provisions of this Agreement may be modified and/or extended by mutual agreement. Such extension and/or modification must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this _____ day of _____, 2015.

REVERE SCHOOL COMMITTEE

REVERE ADMINISTRATORS
ASSOCIATION

APPENDIX A: SALARY SCHEDULE

The position compensation figures for the administrative classifications during the term of this Agreement shall be as follows:

<u>Level I</u>	<u>Level II</u>
\$23,575.	\$16,300.

Effective upon the completion of all contractual obligations for the 2017 - 2018 school year, the position compensation figures for succeeding years shall be:

<u>Level I</u>	<u>Level II</u>
\$24,270.	\$16,685.

Level I

Directors of:

Elementary Curriculum, 1-5 and Data Analysis
Science K-8/Standards-Based Education
Mathematics, K-12/HS Science
Humanities, (6-12 ELA, K-12 History/Social Studies)
Director of Administrative Technology
Director of CPC/Title I/Literacy
Administrator of Special Education
Guidance
ELL/Foreign Language
Literacy/Title I

Level II

Elementary/Middle School Assistant Principals
High School/Seacoast Assistant Principals

Directors of:

Academic Technology/Library
Athletics/PE
Fine Arts
Health

Assistant Administrator of Special Education
Supervisor of Special Education and Elementary Curriculum

Subject to the following paragraph, whenever a principal is out of the building for a full school day, or the Administrator of Special Education is outside of the District (which shall be defined to include the Shore Collaborative) for a full school day, the assistant principal(s) will assume responsibility for his/her building or the Assistant Administrator of Special Education will assume responsibility for that office. The assistant principal(s) or Assistant Administrator of Special Education who assumes such responsibility will be compensated as follows:

Buildings with one assistant principal	\$100 per day
Buildings with two or more assistant principals	\$ 50 each per day
Assistant Administrator of Special Education	\$100 per day

It is understood that this provision will not apply to an absence of a principal or the Administrator of more than five (5) consecutive school days' duration. In case of such longer absences, the superintendent may make alternative arrangements for filling the temporary vacancy.

Any administrator who is appointed to serve as the principal of the Extended Learning Program shall have his/her annual salary increased by \$6000 for any year for which s/he is so appointed. Such additional salary shall be included in that administrator's regular paychecks throughout the course of that year and shall be subject to the administrator's regular retirement, tax and all other applicable deductions. The administrator who is appointed to serve as the principal of the Extended Learning Program shall work such additional days as are required to perform the duties of that position.